

**THIS AGREEMENT (AGREEMENT TO SUBLEASE) made this the____day _
TWO THOUSAND AND EIGHTEEN**

BETWEEN

ALTAMIRA PROJECTS LLP (PAN AAZFA4420H) a Limited Liability Partnership incorporated in accordance with the provisions of the Limited Liability Partnership Act 2008 having its registered office situated at 4A, Camac Street, Ps Arcadia Central, 8th floor, unit D, Kolkata – 700016. P.S. Shakespeare Sarani, P.O. Park Street and represented by its Designated Partner, Sri Abhishek Agarwal (PAN ACJPA3843J) son of Sri Dayaram Agarwal working for gain at 4A, Camac Street, Ps Arcadia Central, 8th floor, unit D, Kolkata – 700016 P.S. Shakespeare Sarani, P.O. Park Street having been duly authorised by the other partners
AND (2) TRIMURTI VILLA PRIVATE LIMITED (PAN AADCT9398Q) a company within the meaning of the Companies Act 2013 having its registered office situated at No. 26 Shakespeare Sarani, Dimple Court, 8th floor, Suite D, Kolkata 700 017 P.S. Shakespeare Sarani, P.O. Circus Avenue and represented by its Director Shri Abhishek Agarwal (PAN ACJPA3843J) son of Sri Dayaram Agarwal working for gain at No. 26 Shakespeare Sarani, Dimple Court, 8th floor, Suite D, Kolkata 700 017 P.S. Shakespeare Sarani, P.O. Circus Avenue hereinafter collectively referred to as the **SUB LESSOR / DEVELOPER (S)** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in the case of the LLP the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of Altamira Projects LLP and their respective heirs, legal representatives, executors, administrators and assigns and in the case of the Company its successor and/or successors in office/interest and assigns) of the **ONE PART**

AND

----- (PAN -----) son of/daughter /wife of residing at -----
----- Kolkata 700 ---- P.S. ----- P.O.-----

hereinafter referred to as the **SUB LESSEE / ALLOTTE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and permitted assigns) of the **OTHER PART**

WHEREAS:

- A)** Indian Church Trustees, a body incorporated by Royal Charter dated 11th June 1929 under the provisions of Sub Section (1) of Section 6 of the Indian Church Act 1927 was absolutely seized and possessed of and/or otherwise well and sufficiently entitled

to ALL THAT the Municipal Premises No. 67-A Ballygunge Circular Road (now known as Pramothesh Barua Sarani) Kolkata 700 019 (hereinafter referred to as the said **PREMISES**)

- B)** By a registered Deed of Lease dated 14th May 2014 and made between Indian Church Trustees therein referred to as the Lessor of the First Part and Trimurti Villa Private Limited therein referred to as the Lessee of the Second Part and Hooghly Ink Co Ltd therein referred to as the First Confirming Party of the Third Part and Hooghly Ink Co (Bombay) Limited therein referred to as the Second Confirming Party of the Fourth Part and (1) Sri Arun Kumar Agarwala and (2) Sri Sushil Kumar Poddar therein collectively referred to as the Third Confirming Party of the Fifth Part and registered at the office of the Additional Registrar of Assurances-1, Kolkata in Book No. I CD Volume No.9 Pages 2128 to 2162 Being No. 04298 for the year 2014 the said Indian Church Trustees granted a Lease in respect of ALL THAT the divided and demarcated portion of the said Premises being the Southern Portion containing by estimation an area of 16 cottahs 14 chittacks and 7 sq.ft. together with the structures standing thereon (more fully and particularly mentioned and described in PART I of the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SOUTHERN PORTION**) unto and in favour of the said Trimurti Villa Private Limited (the Owner herein) for a term of 99 years together with the option to renew the same for a further period of 99 years at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease (hereinafter referred to as the **FIRST LEASE**)
- C)** Certain terms and conditions of the said First Lease was duly modified in terms of a Deed of Modification/Rectification dated 30th June 2014 executed by the parties to the said First Lease and the said Deed of Modification/Rectification has been duly registered at the office of the Registrar of Assurances-1, Kolkata in Book No. 1 CD Volume No.17 Pages 318 to 333 Being No. 07062 for the year 2014
- D)** By another registered Deed of Lease also dated 14th May 2014 and made between Indian Church Trustees therein referred to as the Lessor of the First Part and Altamira Projects LLP therein referred to as the Lessee of the Second Part and Hooghly Ink Co Ltd therein referred to as the First Confirming Party of the Third Part and Hooghly Ink Co (Bombay) Limited therein referred to as the Second Confirming Party of the Fourth Part and (1) Sri Arun Kumar Agarwala and (2) Sri Sushil Kumar Poddar therein collectively referred to as the Third Confirming Party of the Fifth Part and registered at the office of the Additional Registrar of Assurances-1, Kolkata in Book No. I CD Volume No.9 Pages 2093 to 2127 Being No. 04297 for the year 2014 the said Indian Church Trustees granted a Lease in respect of ALL THAT the remaining divided and demarcated portion of the said Premises being the Northern Portion containing by

estimation an area of 16 cottahs 14 chittacks and 7 sq.ft. together with the structures standing thereon (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written and hereinafter referred to as the **NORTHERN PORTION**) unto and in favour of the said Altamira Projects LLP (the Developer herein) for a term of 99 years together with the option to renew the same for a further period of 99 years at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease (hereinafter referred to as the **SECOND LEASE**)

- E)** The said First Lease and Second Lease are hereinafter for the sake of brevity referred to as the said **LEASES**
- F)** Certain terms and conditions of the said Second Lease was also in terms of a Deed of Modification/Rectification dated 30th June 2014 executed by the parties to the said Second Lease and the said Deed of Modification/Rectification has been duly registered at the office of the Registrar of Assurances-1, Kolkata in Book No. 1 CD Volume No.17 Pages 334 to 349 Being No. 07063 for the year 2014
- G)** In the events as hereinbefore recited the said Trimurti Villa Private Limited and the said Altamira Projects LLP (hereinafter wherever the context so permits are collectively referred to as the OWNERS) became entitled to the leasehold interest in respect of the said Premises for the term and extended term of the said Leases.
- H)** The Owners acquired the leasehold right in respect of the said Premises with the intent and object of undertaking development of their respective portions independently of each other and as such upon an application having been made to Kolkata Municipal Corporation (KMC) the said Southern Portion which had been demised in favour of the said Trimurti Villa Private Limited was separated and continued to remain numbered as Municipal Premises No.67-A Ballygunge Circular Road, Kolkata 700 019 and the Northern Portion which had been demised in favour of Altamira Projects LLP (the Sublessee / Developer(S) herein) was numbered as Premises No.67-A/1 Ballygunge Circular Road, Kolkata 700 019
- I)** The Owners later on decided to cause the entirety of the said Southern Portion and Northern Portion to be developed as one Property and for the aforesaid purpose granted subleases in favour of each other in respect of undivided 2% share or interest of their respective portions by virtue of two registered Deeds of Sub Lease both dated 15th December 2015 being Deed No. 1-018432 for the year 2015 and Deed No. 1-018433 for the year 2015 registered at the office of -----

- J)** Consequent to grant of such Sub Leases the Owners caused the said Northern Portion and the said Southern Portion to be amalgamated into one Premises and upon such amalgamation the said Southern Portion and Northern Portion has now been

numbered as Municipal Premises No.67-A/1 Ballygunge Circular Road, Kolkata 700 019 (more fully and particularly mentioned and described in PART III of the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said PREMISES)

- K)** The Owners caused their respective names to be mutated in the records of Kolkata Municipal Corporation under Assessee No. 110690809552
- L)** It has been agreed amongst the Owners that the said Premises will be developed by Altamira Projects LLP and for the aforesaid purpose the said Altamira Projects LLP (the Developer) caused a map or plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No. 2017080030 dated 28th June 2017 (hereinafter referred to as the said **PLAN**) whereby the Developer became entitled to undertake the construction of a new residential building at the said premises comprising of basement, ground plus 19 upper floors comprising of various self contained Skyvillas units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
- M)** For the purpose of undertaking the development of the said Premises by a Development Agreement dated 18th September 2017 entered into between Trimurti Villa Private Limited therein referred to as the First Party/Owner of the One Part and Altamira Projects LLP therein referred to as the Second Party/Developer of the Other Part and registered at the office of the District Sub Registrar III, South 24 Parganas and recorded in in Book No. I Volume No. 1603-2017 Pages 116305 to 116354 Being No. 160304175 for the year 2017 the Developer became entitled to undertake construction of a new residential building at the said Premises in accordance with the said Plan subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT)
- N)** The Developer has already commenced the work of construction of a new building at the said Premises in accordance with the said Plan.
- O)** After commencement of the work of construction of the said new building the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the said ACT) and the rules framed thereunder (hereinafter referred to as the RULES) had come into force and in accordance with the provisions of the said Act and the Rules framed thereunder the Sublessors/Developer intends to –Sublease and transfer the various Skyvillas / units apartments and sanctioned car parking spaces to various intending Sublessee and the Sublessor / Developers caused itself/themselves to be registered with the concerned authorities being the Housing Industry Regulatory Authority under Sub Section 1 of Section 20 of the said Act Vide Registration No.- HIRA/P/KOL/2018/000093

- P)** The Sublessee is desirous of acquiring on ownership basis ALL THAT the Skyvilla/ Apartment / Skyvilla No. ----- on the ----- floor of the new building (DRA ALTAMIRA) now in course of construction of the said Premises containing by estimation a chargeable area of _____ sq.ft equivalent to ____ Sq ft (super builtup area) or ____ sq ft of carpet area with ____ sq ft of exclusive sky decks (be the same a little more or less) TOGETHER WITH One Multil-Level Car parking (Two cars), One in basement and one in ground floor open to sky car parking space/s TOGETHER WITH the proportionate share in all common parts portions areas and facilities to

comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO) which the Sublessor / Developer have agreed to sublease and transfer, free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever for the consideration unto and in favour of the Sublessee for the consideration and subject to the terms and conditions hereinafter appearing

Q) The parties are desirous of recording the same, in writing

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

ARTICLE I - DEFINITION AND INTERPRETATION

- 1.1 **"Agreement"** shall mean this agreement together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof
- 1.2 **"Approvals"** shall mean and include all licences, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- 1.3 **"Act"** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)
- 1.4 **"Advocate"** shall mean Mr. R.L. Gaggar, Solicitor & Advocate of No. 6 Old Post Office Street, Kolkata 700 001
- 1.5 **"Architect"** shall mean AGRAWAL & AGRAWAL of No.-----

- 1.6 **"Association"** shall mean the Association of Skyvilla owners which may be formed by the Sublessor/Developer in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Sublessor/Developer for taking control of the common parts and portions and for rendition of common services
- 1.7 **"Building"** shall mean the multi storied building to be constructed at the said Premises in accordance with the plan sanctioned by Kolkata Municipal Corporation and to comprise of various flats, units apartments constructed spaces and car parking spaces and to be commonly known as -----

- 1.8 **"Booking Amount"** shall mean **10%** of the total Sublease price to be paid by the Sublessee to the Sublessor/ Developer as hereinafter appearing
- 1.9 **"CAM CHARGES"** shall mean the proportionate share of common area maintenance charges to be paid by the Sublessee inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but

shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions

- 1.10 **“COMMON PARTS PORTIONS AREAS AND AMENITIES”** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written)
- 1.11 **CARPET AREA** means the net usable floor area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.
- 1.12 **CHARGEABLE AREA** shall mean the saleable area including the area of verandahs, balconies, windows in the area of the periphery of the Unit, columns of the walls, area utilized for services, area occupied by the staircase, under the staircase, common walls, corridors, lobbies and refuse areas etc and such super built-up area as may be determined by the Architect shall be final and binding on the Sub Lessee.
- 1.13 **COMMENCEMENT DATE** – shall mean the date of execution of this Agreement
- 1.14 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the obligation of the Sub Lessee to make payment of the municipal rates taxes and other outgoings including maintenance charges payable in respect of the said Apartment and the Properties Appurtenant on and from the date the Sub Lessee becomes entitled to takeover possession of the said Unit upon notice being given by the Sublessor/Developer to that effect.
- 1.15 **“DATE OF OFFER OF POSSESSION (for fit outs)”** shall mean the date on which the Sublessor/Developer shall endeavor to make available to the Sublessee the Unit for fit outs subject to the receipt of the total consideration and all other

advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Sublessor / Developer plus fifteen days.

- 1.16 **“DATE OF OFFER OF POSSESSION”** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- 1.17 **SUB LESSORS/ DEVELOPER /PROMOTERS** shall mean the Parties hereto of the First Part
- 1.18 **EXTRA PAYMENTS** shall mean the amount required to be paid by the Sublessee to the Sub lessors/ Developer apart from the total consideration amount as hereinafter appearing
- 1.19 **“FEDERATION/ASSOCIATION/HOLDING ORGANISATION”** shall mean a federation of the society/condominium/company to be formed to manage and control the property, the common areas and amenities comprised in the said housing complex
- 1.20 **“LICENCES”** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project
- 1.21 **“NEW BUILDING”** shall mean the New Building to be constructed by the Sublessors/Developer at the said Premises in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis
- 1.22 **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Unit as hereinafter stated.
- 1.23 **OWNERS** shall mean the said (1) Altamira Projects LLP and (2) Trimurti Villa Private Limited
- 1.24 **PLAN** shall mean the Building plan sanctioned by the authorities concerned and shall include such modification or variation as may be made by the Sublessors/Developer from time to time which may be sanctioned by the Authorities concerned .
- 1.25 **PREMISES** shall mean ALL THAT the Municipal Premises No. 67-A/1 Ballygunge Circular Road, P.S. Ballygunge, Kolkata 700 019 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)
- 1.26 **SUBLESSEE** shall mean the party hereto of the Other part
- 1.27 **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the units/Units in the said building provided that where it refers to the share of the Sublessee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the

whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)

- 1.28 **PROMOTER/ SUBLESSOR/ DEVELOPER** shall mean the Party hereto of the First Part
- 1.29 **OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Flatowner to take possession of the Apartment intended to be acquired by the Sublessee
- 1.30 **POSSESSION** shall mean the date on which possession is made over by the Sublessors/Developer to the Sublessee after occupancy certificate is obtained
- 1.31 **RULES** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017
- 1.32 **REGULATIONS** means the regulations made under the West Bengal Industry Regulation Act 2017
- 1.33 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the Unit/towers including the Sub Lessee herein towards maintenance fund which shall be held by the Sublessors/Developer and after the said new building is completed and possession is made over and upon formation of the Association the said amount, after applicable deduction, if any, shall be transferred by the Sublessors/Developer to such Association.
- 1.34 **SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Sublessors/Developer and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Sublessors/Developer and/or the Association in their absolute discretion may deem proper. The proportionate amount agreed to be paid by the ~~Sublessees~~ SUBLESSEE on account of the service and maintenance charges shall be determined by the Sublessors/Developer and/or the Association in their absolute discretion.
- 1.35 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- 1.36 **THE SAID APARTMENT AND THE PROPERTIES APPURTENANT THERETO** shall mean FIRSTLY ALL THAT the Apartment/skyvilla No.----- the -----
-floor of the new building now in course of construction at the said Premises

containing by admeasurements estimated chargeable area of-----sq.ft.
 (be the same a little more or less) (hereinafter referred to as the said UNIT) AND
 SECONDLY ALL THAT -----nos covered/open car parking space/s (one multi
 level carparks for two cars, One car park in basement and One car park in ground
 floor open to sky AND THIRDLY ALL THAT the undivided proportionate share
 in all common parts portions areas facilities and amenities to comprised in the
 said building to be constructed at the said premises AND FOURTHLY ALL THAT
 the undivided proportionate impartible indivisible share in the land forming part
 of the said Freehold Premises comprised in the said Premises attributable
 thereto (more fully and particularly mentioned and described in the SECOND
 SCHEDULE hereunder written)

- 1.37 **TOTAL SUBLEASE PRICE** shall mean the total Sublease price as hereinafter
 appearing agreed to be paid by the Sublessee to the Sublessors/Developer in
 terms of this agreement.
- 1.38 **PENTHOUSE** shall mean all area of four floors that is 16th , 17th , 18th and 19th
 Floor together with mazzenine roof top in south east corner access from 19th
 floor, staff room in the 1St floor and Staff Room in the ground floor (south west
 corner of the property and also together with 12 independent parking (Four in
 the ground floor and Eight in the basement) that is in basement and in the ground
 floor open to sky).
- 1.39 Keeping in mind the safety issues, Access to the roof on the 20th floor will be
 limited to the security and mantainance personnels only and only be used for
 services and not for common usage.
- 1.40 A portion of land is aligned and the portion is gifted to Kolkata Municipal
 Corporation by way of gift deed no. -----dated----- for road
 widening.

ARTICLE II – INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific
 shall include any modification, extension or re-enactment of it for the time being in force
 and all instruments, orders, plans, regulations, bye-laws permissions or directions any
 time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a
 reference to it as it may have been or may from time to time be amended, varied,
 altered, modified, supplemented or novated
- iii) An obligation of the ~~Sublessees~~ SUBLESSEE in this Agreement to do something shall
 include an obligation to ensure that the same shall be done and obligation on its part
 not to do something shall include an obligation not to permit, suffer or allow the same
 to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.

- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – COMMENCEMENT

3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement

ARTICLE IV – DISCLOSURES, DISCLAIMER AND ACKNOWLEDGEMENT

- 4.1 At or before the execution of this Agreement the Sublessors/Developer have provided to the Sublessee a certificate being the Report on Title of its Advocate
- 4.1.1 At or before entering into this agreement the SUBLESSEE has
- i) satisfied himself/herself as to the title of the Owners.
 - ii) gone through the title deeds relating to the said Premises.
 - iii) satisfied himself/herself as to the legal ownership in respect of the said premises and acknowledges that the Owners/ Sublessors/Developer have a marketable title in respect thereof.
 - iv) Has gone through the said Development Agreement 18th September 2017 and has fully understood the rights of the Sublessors/Developer.
 - v) inspected the plan sanctioned by the authorities concerned.
 - vi) Acknowledges that the right of the Sublessee shall remain restrict to the said Apartment and the Properties Appurtenant thereto and that the Sublessee shall have no right over and in respect of the other parts and portions of the said new building.
 - vii) Acknowledges that the terms and conditions of this agreement are fair and reasonable.
 - Viii) Has obtained independent legal advise and the Advocates so appointed by the Sublessee has also caused necessary searches/investigation of title to be made

- ix) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the ~~Sublessees~~ SUBLESSEE agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- x) The parties have gone through all the terms and conditions set out in this agreement and have understood their respective obligations and rights detailed herein
- xii) The parties hereto confirm that they are signing their agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project
- xiii) The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws are not willing to enter into this agreement on the terms and conditions appearing hereinafter

ARTICLE V – SALE AND TRANSFER

5.1 In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties hereto, the Sublessors/Developer hereby agrees to Sublease and the Sublessee hereby agrees to Sublease and acquire on ownership basis FIRSTLY ALL THAT the Apartment No.----- on ----- floor of the new building now in course of construction at the said Premises containing by admeasurement chargeable area of ----- sq.ft. equivalent to ----- sq.f.t. (super built-up) (more or less) (hereinafter referred to as the said APARTMENT) AND SECONDLY ALL THAT ----- open/covered car parking space/s AND THIRDLY ALL THAT the undivided proportionate share in all common parts portions areas facilities and amenities to comprised in the said building to be constructed at the said premises AND FOURTHLY ALL THAT the undivided proportionate impartible indivisible share in the land forming part of the said Freehold Premises comprised in the said Premises attributable thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO) which the Sublessors/Developer have agreed to Sublease and transfer, free from all encumbrances, charges, liens, lispens, attachments trusts whatsoever or howsoever.

ARTICLE VI– CONSIDERATION – TOTAL SUBLEASE PRICE

- 6.1 In consideration of the above the Sublessee has agreed to pay to the Sublessors/Developer an sum of Rs. -----/- (Rupees ----- only) (hereinafter referred to as the **TOTAL SUBLEASE PRICE**)
- The breakup of this Sublease price is Rs. ----- /- (Rupees ----- as ~~sale~~ Sublessee consideration and Rs. ----- /- (Rupees ----- **as GST**)
- 6.2 The said total Sublease price includes taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and cess or any other similar taxes which may be levied in connection with the construction of the project payable by the Sublessors/Developer, by whatever named called) upto the date of handing over the possession of the Skyvilla/apartment to the Sublessee and the project to the Association of Sublessee after obtaining completion certificate
- Provided that** in case there is any increase in the taxes, the subsequent amount payable by the Sublessee to the promoter shall be increased/reduced based on such change/modification
- Provided further** that if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the act, the same shall not be charged from the Sublessee
- 6.3 For the purposes of compliance of the provisions of Section IV (d) of the said Act the total Sublease price includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and fire fighting equipment in the common areas and includes the cost for providing all other facilities, amenities and specifications to be provided within the apartment and/or project.
- 6.4 The said total Sublease price is escalation free, save and except increases which the Sublessee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Sublessors/Developer undertakes and agrees that while raising a demand on the Sublessee for increase in development charges.

Costs/charges imposed by the competent authorities, the Sublessors/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Sublessee, which shall only be applicable after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act and shall not be charged from the Sublessee.

- 6.5 Even though it is not obligatory and there is no commitment on the part of the Sublessors/Developer, the Sublessors/Developer may allow, at its sole discretion, a rebate for early payment of installments payable by the Sublessee by discounting such early payments at the rate of Nationalized Bank FD rate---- % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Sublessee by the Sublessors/Developer.
- 6.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc on the basis of which sale is effected) in respect of the said apartment without the previous written consent of the Sublessee of the respective apartment as per provisions of the Act PROVIDED HOWEVER that in the event of the Sublessee requiring any minor alteration and/or modification and the same is permissible in law, the Sublessors/Developer may cause the same to be done upon payment of such amount as may be mutually agreed upon and reduced in writing IT BEING FURTHER agreed that in the event of the Sublessors/Developer making any modification/alteration in the sanctioned plan as permissible in accordance with the building rules of Kolkata Municipal Corporation and other statutes, the Sublessors/Developer shall be entitled to do so long as the same does not affect the Apartment intended to be acquired by the Sublessee and the Sublessee hereby consent to the same and no further consent of the Sublessee shall be necessary and/or required
- 6.7 The Sublessors/Developer shall confirm as to the final carpet area and builtup area that has been allotted to the Sublessee after construction of the building is complete and occupancy certificate is granted by Kolkata Municipal Corporation by furnishing details of changes, if any, in the carpet area. The total Sublease price for the carpet area or builtup area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Sublessors/Developer shall refund the excess money paid by the Alottee within 45 days with annual rate of interest prescribed in the Rules from the date when such an

excess amount was paid by the Sublessee. If there is any increase in the carpet area, allotted to the Sublessee, the Promoter may demand that from the Sublessee.

- 6.8 The said total Sublease price agreed to be paid by the Sublessee to the Sublessors/Developer comprises of the price payable in respect of the said Apartment based on the total carpet area, the price payable in respect of the open/covered car parking spaces and the price payable in respect of construction of the common area and the land appurtenant thereto.
- 6.9 Out of the said total Sublease Price at or before the execution of this Agreement the Sublessee has paid to the Sublessors/Developer a sum of Rs. -----

-----/- (Rupees ----- as and by way of booking amount (hereinafter referred to as the BOOKING AMOUNT which amount the Sublessors/Developer both admit and acknowledge to have been received) and the balance of the said total Sublease price shall be paid by the Sublessee to the Sublessors/Developer in the manner as appearing in Part I of the Fourth Schedule hereunder written
- 6.10 Upon full payment of the total Sublease price and other amounts to be paid in terms of this agreement, the Sublessors/Developer agrees and acknowledges, the Sublessee shall have the right to the Apartment as mentioned below:
- i) The Sublessee shall have exclusive lease of the Sky Villa.
 - ii) The Sublessee shall also have undivided proportionate share in common areas. Since the share of the Sublessee in the common areas is undivided and cannot be divided or separated, the Sublessee shall use the common areas along with other occupants, maintenance staff etc without causing any inconvenience or hindrance to them. It is clarified that the Sublessors/Developer shall hand over the common areas to the association of Sublessee after duly obtaining completion certificate from the competent authority as provided in the Act.
 - iii) The Sublessee has the right to visit the project site to assess the extent of development of the project and his apartment upon prior appointment keeping in mind the construction site hazards and safety.
- 6.11 It is made clear by the Sublessors/Developer and the Sublessee agrees that the said Apartment along with open/covered/multi level car parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self contained project covering the land and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Sublessee. It is clarified that Project's

facilities and amenities shall be available only for use and enjoyment of the Sublessee of the Project

- 6.12 The Sublessors/Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Sublessee, which it has collected from the Sublessee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project. If the Promoter fails to pay all or any of the outgoings collected by it from the Sublessee or any liability, mortgage, loan and interest thereon (before transferring the apartment to the Sublessee) the Promoter agrees to be liable even after the transfer of the property, to pay such outgoings and panel charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such Authority or person.
- 6.13 **MODE OF PAYMENT** : Subject to the terms of the Agreement and the Sublessors / Developer abiding by the construction milestones, the Sublessee shall make all payments, on written demand by the Sublessors/Developer within the stipulated time as mentioned in the payment plan through account payee cheque / demand draft/bankers cheque or online payment in favour of the Sublessors/Developer payable at Kolkata.
- 6.14 The Sublessee acknowledges that it is his/her responsibility to make timely payment of the total Sublease price and other amounts payable in terms of this agreement and the Sublessors/Developer from time to time shall give notice as to the amounts due and payable by the Sublessee and such notice may be sent by the Sublessors/Developer electronically, ordinary mail or by speed post with acknowledgement due
- 6.15 As already stated above time for payment shall always remain as the essence of the contract and all payments shall be made against proper receipts being issued by the Sublessors/Developer and in no event the Sublessee shall be entitled to set up any oral agreement regarding payment.

ARTICLE VII – DEPOSITS AND ADVANCES

- 7.1 In addition to the total consideration amount agreed to be paid by the Sublessees SUBLESSEE to the Sublessors, the Sublessee agrees to make payment of various amounts on account of advances and deposits both adjustable and non-refundable to the Sublessors (details whereof will appear from the FOURTH Schedule Part II hereunder written)

- 7.2 The Sublessee hereby acknowledges that without making the payments amounts to be paid on account of consideration, advances and/or deposits the Sublessee shall not be entitled to claim possession of the said Unit.

ARTICLE VIII- CONSTRUCTION OF THE PROJECT/APARTMENT

- 8.1 The said Apartment shall be constructed in a workmanlike manner with such materials/specifications as are detailed out in the Fifth Schedule hereunder written and the Sublessee hereby confirms that the same is acceptable to the Sublessee
- 8.2 Unless prevented by circumstances beyond the control of the Sublessors/Developer, the said Apartment shall be completed in all regards within a period of ----- months from the date of execution of this Agreement with a grace period of----months (hereinafter referred to as the COMPLETION DATE)
- 8.3 Time for completion is and shall always remain as the essence of the contract

ARTICLE IX – POSSESSION OF THE APARTMENT

- 9.1 Upon completion of the said Project and/or Apartment the Sublessors / Developer shall apply to Kolkata Municipal Corporation for grant of occupancy certificate and upon payment of the total Sublease price and all other amounts payable in terms of this agreement by the Sublessee to the Sublessors / Developer the Sublessee shall be entitled to take over possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities
- 9.2 In the event of any delay in making over possession consequent to force majeure conditions then and in that event the time for completion shall stand automatically extended
- 9.3 For the purposes of force majeure the following shall be deemed to be force majeure conditions:
- i) War
 - ii) Flood
 - iii) drought
 - iv) Fire
 - v) Cyclone
 - vi) Earthquake or any other calamity caused by nature

PROVIDED THAT such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Sublessee agrees and confirms that in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the

promoter shall refund to the allotted the entire amount received by the Promoter from the Sublessee within 45 days from that date. The Promoter shall intimate the Sublessee about such termination atleast thirty days prior to such termination. After refund of the money paid by the Sublessee, the Sublessee agrees that he/she shall not have any rights, claims etc against the promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 94 FITOUTS :** The Sublessors / Developer shall be at liberty and is entitled to complete any portion/floor/wing/part of the building and apply for and obtain part occupation certificate. As and when such occupation certificate is obtained the Sublessors/Developer may at its discretion offer the said Flat to the Sublessee to undertake necessary Fitout it being expressly made clear that this shall not amount to possession being made over, such possession to be made over only upon the Sublessee making full payment of the amount of consideration and other amounts in terms of this agreement and necessary occupation certificate being granted by the authorities concerned, the Sublessee shall be obligated and undertakes to carry out necessary fit outs subject to what is hereinafter appearing.
- 95 PROCEDURE FOR TAKING POSSESSION:** the Sublessors/Developer upon obtaining necessary occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Sublessee in terms of this Agreement to be taken within two months from the date of issuance of occupancy certificate. The conveyance deed in favour of such Sublessee shall be carried out by the Sublessors/Developer within three months from the date of issuance of occupancy certificate. After taking over possession the Sublessee agrees to pay the maintenance charges determined by the Promoter/Association of Sublessee , as the case may be. The Sublessors / Developer shall hand over a copy of the occupancy certificate of the apartment to the Sublessee at the time of execution of the conveyance
- 96 FAILURE OF SUBLESSEE TO TAKE POSSESSION :** In the event of the Sublessee failing to make payment of all amounts due and payable by it to the Sublessee in terms of this agreement and to take over possession of the said Apartment in the manner as hereinbefore mentioned and if such default shall continue for a period of --
Three (3) months then and in that event then and in that event the Sublessors/Developer shall be entitled to Sublease and transfer the said Flat to some other persons and after adjusting and appropriating the amount due and payable by the Sublessee and the balance amount shall be paid by the Sublessors / Developer to the Sublessee and the Sublessee hereby consents to the same.
- 97 DEFECT LIABILITY:** In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Apartment and

such defect is detected within a period of five years from the date of notice of possession of the said Apartment then and in that event the Sublessors / Developer shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Sublessee or any person claiming through or under the Sublessee or because of non use and/or improper use and/or :

- a) Any negligence and/or latches on the part of the Sublessee
- b) Any act deed or thing on the part of any third party
- c) Any act of vandalism or destruction on the part of any person

ARTICLE X - CANCELLATION

10.1 CANCELLATION BY THE SUBLESSEE: The Sublessee shall have the right to cancel/withdraw his allotment in the project as provided in the act Provided where the Sublessee proposes to cancel/withdraw from the project without any fault of the Sublessors/Developer, the Sublessors / Developer herein is entitled to forfeit the booking amount paid for the allotment. The Sublessee acknowledges that the Sublessors/Developer shall be blocking the said Apartment for the Sublessee without receiving the total Sublease price and other amounts and in the event of such cancellation the Sublessors/Developer shall refund the refund the amount receivable by the Sublessee within 60 days of such cancellation or upon the Sublessors/Developer entering into an agreement for sale in respect of the said Apartment with any other intending Sublessee (which ever event shall happen first)

10.2 CANCELLATION BY THE SUBLESSORS/ DEVELOPER : In terms of this agreement time for payment of the total Sublease price and other amounts is and shall always remain as the essence of the contract and in the event of the Sublessee failing to make payment of any of the amounts payable in the manner as provided for in this agreement then and in that event the Sublessors/Developer shall be entitled to terminate this agreement by giving to the Sublessee 15 days notice in writing (hereinafter referred to as the NOTICE OF CANCELLATION) and upon expiry of the notice period this Agreement shall stand automatically cancelled and in such an event the Sublessee shall cease to have any right under this agreement or in respect of the said Apartment and upon such cancellation the Sublessors/Developer shall be entitled to forfeit a sum equivalent to the booking amount together with interest at the SBI lending rate plus 2% out of the amounts already paid by the Sublessee to the Sublessors/Developer and refund the balance such refund to be made within 45 days of such cancellation or upon the Sublessors/Developer entering into an agreement for sale in respect of the said Apartment with any other intending Sublessee (which ever event shall happen first)

ARTICLE XI – EXECUTION OF THE DEED OF CONVEYANCE

- 11.1** The Deed of Conveyance shall be executed in favour of the Allotee within three months from the date of taking over possession and time in this regard is and shall be treated as the essence of the contract
- 11.2** Within ten days from the date of notice to that effect being given by the Sublessors/Developer to the Sublessee, the Sublessee shall deposit the requisite amount on account of stamp duty, registration charges, legal expenses and other incidental expenses and without the Sublessee depositing the said amount the Sublessors/Developer will not be under an application to execute the Deed of Conveyance.

ARTICLE XII – SINKING FUND

- 12.1 The Sublessee acknowledges that in as much the said residential complex and the services are to be upgraded from time to time including capital costs which may have to be incurred for the purpose of repairs and/or replacement of the various equipments and/or installations in the said Residential Complex and the Sublessee shall keep deposit with the Sublessors/Developer at or before taking over possession of the said Unit a sum of Rs. 200 /-(Rupees Two Hundred only) per sq. ft. (hereinafter referred to as the SINKING FUND) which amount shall not bear any interest and balance amount, if any, shall be transferred to such Maintenance Company/ Syndicate and/or Holding Organization as the case may be.

ARTICLE XIII- MAINTENANCE OF THE COMMON PARTS AND PORTIONS AND SUPPLY OF SERVICES

- 13.1 The Sublessee acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Unit Owners and as such it is desirable that a Facility Management Company (hereinafter referred to as the FMC) be appointed and in this regard the Sublessee authorizes the Sublessors/Developer to appoint a Facility Management Company on such terms and conditions as the Sublessors/Developer in its absolute discretion may deem fit and proper who shall remain responsible for maintenance of the common parts and portions and for rendition of common services.
- 13.2 The Sublessors/Developer shall be entitled to appoint a Facility management Company on such terms and conditions as the Sublessors/Developer in its absolute discretion may deem fit and proper and the Sublessee shall be liable to make payment of an amount equivalent to 15% of the CAM Charges as service charges payable to such FMC

- 13.3 Until such time the Sublessors/Developer have appointed such FMC the Sublessors/Developer shall be liable to maintain the common parts and portions and be responsible for rendition of common services and as such the Sublessors/Developer shall be entitled to claim an amount equivalent to 15% of the CAM Charges payable by the Sublessee as and by way of service charges
- 13.4 After formation of the Holding Organization, the Holding Organization will take control of the common parts and portions and shall remain liable for rendition of common services
- 13.5 **HOLDING ORGANISATION** – The Unit Owners amongst themselves shall form a Holding Organization which may be a private limited company, limited liability partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION)
- 13.6 The Sublessee agrees to become a member of such holding Organisation and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organisation.
- 13.7 Until formation of the said Holding Organisation the Sublessors/Developer in its absolute discretion may appoint an Adhoc Committee which will comprise of five unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said residential Complex and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

ARTICLE XIV – DEFAULT IN PAYMENT OF CAM CHARGES – ENFORCEMENT

- 14.1 In the event of the Sublessee failing to make payment of the common area maintenance charges (hereinafter referred to as the CAM CHARGES) the Sublessee shall be obligated to pay:
- i) interest at the rate of 15% per annum on all amounts remaining outstanding
 - ii) Rs.2/- per sq.ft. per month as late charges

And if such default shall continue for more than thirty days then and in that event all expenses including reasonable attorney's fees paid and/or incurred by the Sublessors/Developer/FMC/Holding Organisation in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Sublessee

14.2 The Sublessee acknowledges that upkeep of the common parts and portions and rendition of common services is for the benefit of all the Unit owners in the said new building which will be paid in advance half yearly and non payment thereof by the Sublessee is likely to adversely affect the services and/or interest of the other Unit owners and as such in the event of any default on the part of the Sublessee in making timely payment of such common expenses the Sublessee shall be liable to pay interest at the rate of 15% per annum on the amounts lying in arrears and if such default shall continue for a period of three months then and in that event the shall not be entitled to avail of any of the said facilities and/or utilities and the Sublessors/Developer and/or Holding Organisation and/or FMC as the case may be shall be entitled to and the Sublessee hereby consents:

- i) to discontinue the supply of electricity to the Sublessee' Unit
- ii) to disrupt the supply of water
- iii) to withdraws the lift facilities to the Sublessees and/or to the members of his family including the Sublessees' visitors, servants and agents

And such facilities shall not be restored until such time the Sublessee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Sublessors/Developer for realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the Sublessors/Developer /Federation/Holding Organisation in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Sublessee

ARTICLE XV – SUBLESSEE'S COVENANTS – HOUSE RULES

15.1 After the Sublessee has taken over possession of the said Unit the Sublessee as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co- Sublessee and/or co--Sublessee and the Sublessors/Developer in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Sublessors/Developer and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- c) TO ALLOW the Sublessors/Developer and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.

- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Sixth Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Sublessors/Developer and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Sublessee.
- e) TO DEPOSIT the amounts reasonably required with the Sublessors/Developer and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit
- j) To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit
- k) To maintain and keep only flower pots in the ledge provided in the verandahs for the flower pot.

15.2 The Sublessee hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.

- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Sublessee's enjoyment of the said Unit.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or

may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.

- l) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential complex
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Sublessors/Developer /FMC differs from the colour scheme of the building or deviation or which in the opinion of the Sublessors/Developer /FMC may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Sublessors/Developer / Architect / FMC.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature

except with the prior approval in writing of the Sublessors/Developer /FMC and / or any concerned authority.

- t) THE Sublessee shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Sublessee shall be entitled to avail of the central antenna facilities to be provided by the Sublessors/Developer /FMC to the Sublessee and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place , Office , workshop or any kind Boutique or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars for which car stickers will be provided.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Sublessors/Developer /FMC.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Sublessors/Developer and upon appointment of the FMC by such FMC.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) In the event of non-payment of such services and maintenance charges the Sublessee shall be liable to pay interest at the rate of 15% per annum to the

Sublessor/Developer / Sublessors/Developers and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that event without prejudice to any other rights which the Sublessor/Developer / Sublessors/Developers and or FMC may have the Sublessors/Developer and / or the FMC shall be entitled to and the Sublessee SUBLESSEE hereby consents to the :

1. To discontinue the supply of electricity.
2. To discontinue / disconnect the supply of water.
3. To withhold the services of lifts to the Sublessee and the members of their families and visitors and the same shall not be restored until such time the Sublessee having made full payment of the amounts due with interest at the aforesaid rate.
4. To discontinue the facility of DG power back-up.

bb) In the event of non-payment of any of the amounts payable by the Sublessee to the Sublessors/Developers/FMC/Holding Organization, the Sublessors/Developers / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

CAR PARKING:

- a. It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Sublessee shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Sublessee shall be entitled to use or cause to be used the car parking space allotted to him/her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b. Parking of Car will be permitted only if specifically allotted. The said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two- wheeler(s).
- c. THE Sublessee shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two- wheeler(s)
- d. THE Sublessee shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s)

- e. IN the event of the Sublessee washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Sublessee to clean up the entire space.
- f. THE Sublessee shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- g. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- h. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- i. MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Sublessee will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

15.3 The aforesaid negative covenants are independent of each other and are capable of being enforced independently

ARTICLE-XVI - NOMINATION

- 16.1 It is hereby made expressly clear that this agreement is personal to the SUBLESSEE. The SUBLESSEE shall not be entitled to transfer and assign the benefits of this agreement without the consent of the Sublessors/Developers , in writing
- 16.2 In the event of the Sublessee seeking to nominate any other person or persons in his/her/its place and stead the Sublessors/Developers may accord written permission SUBJECT TO the Sublessee making payment of an amount to be calculated at the rate of **Rs. 200 per sq.ft.** on the total super built-up area to comprise in the said Flat/Unit (hereinafter referred to as the NOMINATION COSTS) and the said Nomination Costs will be inclusive of the expenses which the Sublessors/Developers may have to incur in causing the Nomination Agreement to be vetted by its Advocates and also the amounts which may have to be incurred by the Sublessors/Developers on account of administrative expenses while granting such permission for nomination. However there is a lock in period barring any such nomination for a period of 18 months (Eighteen months) for this agreement.

- 16.3 The Sublessee hereby covenants that such nomination costs is fair and reasonable.
- 16.4 Upon such nomination being affected the said Nominee and/or Transferee as the case may be shall be deemed to have been substituted in place and stead of the Sublessee.

ARTICLE XVII – COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES

- 17.1 The parties are entering into this agreement for allotment of an Apartment with full knowledge of all rules, regulations, notifications etc applicable to the project

ARTICLE XVIII – ADDITIONAL CONSTRUCTION

- 18.1 The Promoter undertakes that it has no right to make additions in floors or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan, rule 26 done prior to this agreement and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act. However in the 19th floor the Sub Lessor / Developer can construct additional space if FSI is permissible then this space will belong to the Penthouse only.

ARTICLE XIX – Sublessors/Developers SHALL NOT MORTGAGE OR CREATE CHARGE

- 19.1 After the Sublessors/Developers have executed this agreement the Sublessors/Developers shall not be entitled to create a charge on the apartment/Premises and if any such mortgage or charge is created then notwithstanding anything contained in any other law for the time being, such mortgage or charge shall not affect the rights and interest of the Sublessee who has taken or agreed to take such Apartment.

ARTICLE XX – REGISTRATION OF THIS AGREEMENT

- 20.1 The original of this agreement is being handed over by the Sublessors/Developers to the Sublessee. It shall be the obligation of the Sublessee to cause this agreement to be registered with the concerned authorities upon making payment of the stamp duty, registration charges and other incidental expenses and the Sublessee upon giving adequate notice to the Sublessors/Developers the Sublessors/Developers shall remain present for the purpose of admitting the execution of this agreement

- 202 It shall be the obligation of the Sublessee to make payment of the amount due and payable on account of the stamp duty, registration charges and other incidental amounts for registration of this agreement with the authorities concerned and upon payment of the same the Sublessee shall give adequate notice to the Sublessors/Developers regarding fixing of the date and time for presentation of the document with the concerned registration authorities and the Sublessors/Developers shall remain present to admit the execution of this agreement
- 203 The Sublessee acknowledges that it is his/her obligation to cause this agreement to be presented for registration and as such the registration shall be effected before expiry of the period allowed for registration under the said Act
- 204 In the event of cancellation of this agreement after the registration thereof by the Sublessee, the Sublessee shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Sublessee and in as much as registration of this Agreement will be made in Book No.1 a Deed of Cancellation shall be executed. In the event of cancellation the Sublessee agrees to cause such Deed of Cancellation to be registered and in the event of the Sublessee failing to execute such Deed of Cancellation the Sublessors/Developers as the Constituted Attorney of the Sublessee shall be entitled to cause such Deed of Cancellation to be executed on behalf of the Sublessee.

ARTICLE-XXI – DOCUMENTATION AND PROFESSIONAL CHARGES

- 211 Mr. R.L. Gaggar (Mr. Gaggar), Solicitor and Advocate of No. 6, Old Post Office Street, Kolkata, the Advocate of the Sublessors/Developers have prepared this Agreement and shall also draft the Deed of conveyance and/or transfer in respect of the said Unit including all other deeds documents and instruments as may be necessary and/or required and the Sublessee-commits himself/herself/itself to accept such drafts and/or deeds documents and instruments as shall be prepared by Mr. Gaggar excepting that the ~~Sublessee~~ SUBLESSEE shall be entitled to obtain an independent advice PROVIDED HOWEVER this will not absolve the Sublessee to make payment of the fees of Mr. Gaggar as hereinafter appearing:
- i) Rs. ----- /- being the fees of Mr. R.L. Gaggar, Advocate towards his fee for the preparation of this Agreement
 - ii) Rs.-----/- as the fees of Mr. Gaggar for drafting of the Deed of Conveyance in favour of the Sublessee and the said sum shall be paid at or before taking over possession of the said Unit and shall be paid directly by the Sublessee to Mr. Gaggar.
- 212 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation

thereto shall be borne and paid by the Sublessee.

ARTICLE-XXIII - MISCELLANEOUS

- 23.1 **ENTIRE AGREEMENT** – The parties agree that the Agreement, Schedules and annexures thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supercedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Owners/ Sublessors/Developers in any documents, brochures, advertisements hoardings etc and/or through any other medium hereinbefore agreed upon between the Owners/ Sublessors/Developers and the Sublessee which may in any manner be inconsistent with what is stated herein. This agreement shall not be amended or modified except by a writing signed by both the parties.
- 23.2 **TERMS REASONABLE** – The Sublessee acknowledges that the terms and conditions herein contained are fair and reasonable and the Sublessee confirms and declares that he/she/it has entered into this agreement after taking the various factors into consideration and the amount of consideration agreed to be paid by the Sublessees SUBLESSEE is fair and reasonable and has agreed not to raise any objection on any account whatsoever or howsoever
- 23.3 **SUPERCESION-** This Agreement supersedes all earlier recordings agreements memorandums brochures and/or arrangements between the Parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.
- 23.4 **CORRESPONDENCE** – All correspondence including emails should carry the Sublessee-ID and any correspondence not mentioning the Sublessee ID shall be deemed to be non-est null and void.
- 23.5 **CONFIDENTIALITY** – The Sublessee hereto agrees that all information documents etc exchanged to date and which may be exchanged including the contents of this agreement and any document exchanged in pursuance thereof (hereinafter referred to as the Confidential Information) is confidential and proprietary and shall not be disclosed, reproduced, copies, disclosed to any third party or used otherwise without the prior written consent of the Sublessors/Developers. The confidential obligations under this clause shall survive even after handing over of the unit and is legally binding on the Sublessee and shall always be in full force and effect
- 23.6 **COUNTER PARTS** - This Agreement has been prepared in duplicate. The original of this Agreement has been made over to the Sublessee and it shall be the Obligation and responsibility of the Sublessee to cause this agreement to be registered upon making payment of the stamp duty and registration charges payable in respect thereof and upon notice being given the Owners/ Sublessors/Developers shall remain present to admit the execution thereof and in the event the being saddled with any liability on account of the stamp duty and registration charges the Sublessee has agreed to indemnify and keep the Sublessors/Developers indemnified and saved harmless from and against all costs charges claims action suits and proceedings.
- 23.7 **NO CREATION OF ANY CHARGE-** This Agreement is personal and the Sublessee shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Unit/

Unit without the consent in writing of the Owners/ Sublessors/Developers/ Sublessor/Developer until such time the full amount under this agreement has been paid by the Sublessee to the Sublessors/Developers and the Sublessee performing and observing all the other terms and conditions herein contained and on the part of the Sublessee to be performed and observed PROVIDED HOWEVER after the full payment of the entire amount, the Sublessee shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Unit for which no further consent of the Owners/ Sublessors/Developers shall be required. However prior intimation in writing should be given to Maintenance Company/Committee/Association before renting it out on lease/on rental basis.

- 23.8 **SUBLESSEE 'S RIGHT** - The right of the Sublessee shall remain restricted to the said Unit and the Properties Appurtenant thereto and in no event the Sublessee shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.
- 23.9 **FINANCIAL ASSISTANCE** - For the purpose of facilitating the construction of the said Complex the Sublessors/Developers may apply for and obtain financial assistance from banks and other financial institutions.
- 23.10 **NAME OF THE PROJECT** - The name of the project shall be “ DRA ALTAMIRA “and will not be changed.
- 23.11 **SUBLESSEE 'S OBLIGATION-** The Rules for use of all common facilities shall be laid down by the Sublessors/Developers /Committee/Association and in framing such rules Committee/Association shall not make any discretion between Unit Owners of the project in the said premises. The right over the common parts and portions of the Residential Complex will accrue to the Sublessee only upon acquiring ownership rights with respect to the Said Unit and Appurtenances thereto. The Sublessee further acknowledges the right of the Units owners in the said premises/complex to use the facilities and amenities comprising in the said premises/ complex once the same is commissioned/constructed and the Sublessee shall not raise any objection whatsoever or howsoever. From date of possession of the Said Unit and the properties Appurtenances thereto the Sublessee assures/commits to pay the rates and taxes applicable to the Unit and the Maintenance Charges which shall include his/her/its proportionate share of charges/expenses in maintaining all the facilities and amenities.
- 23.12 **NO PARTNERSHIP** - The Owners/ Sublessors/Developers and the Sublessee have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between any of the either parties or to be construed as a joint venture or joint ventures between the parties to this agreement nor shall the Owners, Sublessors/Developers and the Sublessee constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.
- 23.13 **SUBLESSOR/DEVELOPER / SUBLESSORS/DEVELOPER'S RIGHTS–** The Sublessors/Developers shall be entitled to all future vertical and horizontal extensions of the said New building or otherwise by way of additional construction or otherwise and the Sublessee has agreed not to raise any

objection in any manner whatsoever or howsoever. The Sublessors/Developers \ shall be entitled to put neon sign, hoardings and other display materials on any part or portion of the roof , the Sublessee hereby consents and waives all rights to enable the Sublessors/Developers to put up such neon sign, hoardings and other display materials and agrees not to raise any objection whatsoever or claim any share in the rent. For the purpose of erection of such neon signs the Sublessors/Developers shall be entitled to use the lifts, stair case, common parts and portions for the purpose of repair, replacement, erection of such hoarding/display materials.

- 23.14 The Sublessee has agreed to keep in deposit an amount on account of Sinking Fund (Development Fund) which the Sublessors/Developers shall invest in such securities as it deems fit and proper it being agreed that the interest accrued due on shall be utilized or applied for the purpose of discharging the obligation of the Sublessee to make payment of the proportionate share of maintenance charges and in the event of such interest being less than the amount proportionate maintenance charges agreed to be paid by the Sublessee, then and in that event the Sublessee shall make payment of the balance amount forthwith.
- 23.15 **NO WORKS CONTRACT** - It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further agreed by and between the parties hereto in the event of the Owner/ Sublessors/Developers being liable to make payment of any Sales Tax or Service Tax or any other statutory tax or duty or levy in respect of this Agreement, the Sublessee shall be liable and agrees to make payment of the same at or before taking over possession of the said Unit.
- 23.16 If any provision of this Agreement or the application thereof, to any circumstance, shall be invalid or unenforceable to some extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. If any such provision is so held to be invalid, illegal and unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal and unenforceable.
- 23.17 The Sublessee has assured the Owners/ Sublessors/Developers that it has the financial capacity to pay the balance of the entire amount in the manner mentioned herein.
- 23.18 The Sublessors/Developers shall have exclusive right over all open areas within the Premises, which are not specifically allotted.
- 23.19 The Allotment of Parking Space shall be at the absolute discretion of the Sublessors/Developers.
- 23.20 During construction of the complex Sublessee can make visits to his Units only after obtaining prior permission/entry pass from the Site office of the Sublessors/Developers

23.21 The hoarding of the Sublessors/Developers may be erected in any part or portion of the said site and/or premises.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I – SOUTHERN PORTION

ALL THAT the divided and demarcated of the said Premises being the Southern Portion containing by estimation an area of 16 cottahs 14 chittacks and 7 sq.ft. together with the structures standing thereon

PART II – NORTHERN PORTION

ALL THAT the divided and demarcated of the said Premises being the Northern Portion containing by estimation an area of 16 cottahs 14 chittacks and 7 sq.ft. together with the structures standing thereon

PART III – THE SAID PREMISES

ALL THAT the piece and parcel of land containing by estimation an area of 1 Bigha 13 cottahs 12 chittacks and 14 sq.ft. (more or less) together with all structures standing thereon situate lying at and being Municipal Premises No.67-A/1 Ballygunge Circular Road, P.S. Karaya under Ward No. 69 and butted and bounded as follows:

ON THE NORTH	:	Partly by multistoried building known as Balaka And partly by Bishop's College Chapel Lawn
ON THE SOUTH	:	By passage leading to premises of Gillanders Properties
ON THE EAST	:	Partly by office and staff quarters of Bishop's College and partly by Premises of Gillanders properties
ON THE WEST : By Promothesh Barua Sarani		

THE SECOND SCHEDULE ABOVE REFERRED TO (THE APARTMENT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Apartment No. ----- on the ----- floor of the new building now in course of construction of the said Premises containing by estimation a chargeable area of -----sq.ft. equivalent to ----- sq.ft. (super built-up area) (be the same a little more or less) TOGETHER WITH ----- covered/open car parking space/s TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided

proportionate share or interest in the land forming part of the said premises appurtenant thereto (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon)

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PARTS AND PORTIONS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Properties to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Skyvilasto drains and sewers common to the Properties.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Properties.
5. The durwans& maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Properties including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Properties.
11. Generator its installations and its allied accessories and room.
12. Lifts, Lift wells and their accessories installations and spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Skyvilasas are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO
SCHEDULE OF PAYMENTS – examples set out to requirements
PART – I

1.	Application Fee	On Application	10% of Total Consideration (+) GST
2.	Agreement Money	On Agreement	10% of Total Consideration (+) 50% of Legal Charges (+) GST
3.	1 st Installment	On Completion of Piling	6% of Total Consideration (+) GST
4.	2 nd Installment	On Completion Deck Slab	6% of Total Consideration (+) GST
5.	3 rd Installment	On Casting of 1 st Floor roof	6% of Total Consideration (+) GST
6.	4 th Installment	On Casting of 4 th Floor roof	6% of Total Consideration (+) GST
7.	5 th Installment	On Casting of 7 th Floor roof	6% of Total Consideration (+) GST
8.	6 th Installment	On Casting of 10 th Floor Roof	6% of Total Consideration (+) GST
9.	7 th Installment	On Casting of 13 th Floor Roof	6% of Total Consideration (+) GST
10.	8 th Installment	On Casting of 15 th Floor Roof	6% of Total Consideration (+) GST
11.	9 th Installment	On Casting of 17 th Floor Roof	6% of Total Consideration (+) Other Charges (+) Electricity / CESC Deposits (+) GST
12.	10 th Installment	On Casting of 19 th Floor Roof / Ultimate Roof	6% of Total Consideration (+) VRV Charges (+) GST
		On Completion of outside plaster	10% of Total Consideration (+) Other Charges (+) GST
13.	Final Installment	On Possession	10% of Total Consideration (+) 50% of Legal Charges (+) Advances & Deposits (+) GST

**THE FOURTH SCHEDULE ABOVE REFERRED
TO CHARGES , ADVANCES & DEPOSITS
PART – II – Examples – set out to requirements**

In addition to payment of the consideration amount and all other amounts stipulated in this agreement the sub lessee shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment to the developer of each of the following amounts, each as determined by the developer and each together with the applicable taxes, as and when demanded by the developer.

Generator Charges	25000	Per KVA
CESC Transformer Charges	On Actual	
Sub Metre Charges		
Metre Installation Charges		
Cesc Security Charges		Per Metre
Association Formation Charges	20000	Per Skyvilla
Recreation Area Deposit	200	Per Sq.ft.
VRV AC System	400	Per Sq.ft.
Maintenance Deposit (12 months)	7.00	Per Sq.ft.
Municipality Deposit (12 months advance)	25	Per Sq.ft. Per Quarter
Rule 26 charges	40	Per Sq.ft.
Nomination Charges	200	Per Sq.ft.
*18 months Lockin		
Legal charges for documentation only	20	Per Sq.ft.
Conveyance Legal/ Advocate fees	On Actual	
Sinking Fund	200	Per Sq.ft.

Explained as Below :

- (A) Charges and expenses for procuring transformer , electricity connection ht/lt for the project – at actuals.
- (B) Costs and charges for formation of the holding organisation / association – Rs 20,000 (Rupees twenty thousand per skyvilla i.e per floor).
- (C) Meter installation and security deposit – at the actual cost levied by the relevant authority with any increase in the rates and taxes related to electric charges and other outgoing to be charged on a pro rate basis,;
- (D) All charges and deposits that may be necessary to be paid to/deposited with Cesc Ltd. – at actuals.
- (E) In those cases where sub meter has been agreed to be provided to the sub lessee – all costs, charges and expenses at actuals.
- (F) Charges levied under rule 26 of the kolkata Municipal Corporation Act, 1980 and/or any equivalent statutory provision – Rs 40 per sq foot super builtup area. This is levied if any internal walls or any changes are done in the apartment.
- (G) Ac VRV charges – Rs 400 per sq foot Super Builtup Area.
- (H) Generator charges for limited backup at rate of rs 25,000 (Rupees twenty five thousand) kva. The division of load will be calculated as per availability and decision of the developer is binding.
- (I) All betterment fees , development charges etc, taxes and other levies, charges etc, imposed by the government and / or by any other authorities and / or by any statutory / quasi-statutory authorities/bodies in respect of the said premises and /or the project and / or the building and /or the siad apartment and properties appurtenant thereto, which shall be payable proportionately in respect of the said premises and the project and the building, and wholly in respect of the said apartment and the car parking space.
- (J) Proportionate share of any additional facility or amenity provided for in / at the building and/or the said premises for the benefit of the end users, as may be determined entirely and at the sole and absolute discretion of the developer, and the end user, as may be determined entirely and at the sole and absolute discretion of the developer , and the sub lessee hereby consents to the same.
- (K) Charges , costs and expenses for (i) carrying out additional work in or at or relating to the said apartment and/or (ii) providing any additional facilities and/or utilities at the said apartment, each as requested in writing by the sub lessee and accepted by the developer.

- (L) Documentation charges and Legal fees Rs 20 per sq foot super builtup area herein referred to as professional charges.
- (M) Common area Maintenance: a sum equivalent to the common expenses presently estimated to **Rs 7 (Rupee seven only)** per square foot super builtup area, on the clear and unequivocal understanding that:
- (i) So long the developer itself renders the common purposes, the common expenses shall include the actual cost together with the applicable taxes thereon with a further mark up of 10% (ten percent) thereof as fees/ services charges payable to developer for rendering the common purposes and the sub lessee shall be liable to undertake (s) to make payment of the same, and
 - (ii) If the actual costs which is incurred together with the fees / service charges payable to the developer as stated herein above and/or the fees / service charges payable to the facility management company be more than the quantum of the common expenses deposit recorded herein above, then in that event the sub lessee shall be liable to and undertake(s) to immediately and forthwith deposit with the developer, the different amount, as assessed by the developer and/or the facility management company, as the case may be: and
 - (iii) The levy of the common expenses as specified herein above are fair and reasonable, and the sub lessee shall be duly obligated to pay the same: and
 - (iv) The above-mentioned quantum of the common expenses is only the estimate, and is subject to such variation and may be determined by the developer, which shall be accepted by the sub lessee without raising any objection on any ground whatsoever or howsoever; and
 - (v) The amounts to be determined at actuals shall be such as shall be certified by the developer, each together with applicable taxes thereon and the sublessee agree(s) to accept the same.

The amounts are upon chargeable area of each skyvilla / super builtup area and amounts to be determined at actuals shall be such as shall be certified by the developer and the sub lessee agree(s) to accept the same.

PART III DEPOSITS

At or before taking over possession of the said Flat/Unit the ~~Purchasers~~ SUBLESSEE shall be liable to keep in deposit with the / Sub Lessor / Developer various amounts as hereinafter appearing out of which certain amounts shall be held as and by way of Non Refundable Deposits and certain amounts are Adjustable Deposits.

In addition to payment of the consideration amount and all other amounts stipulated in this agreement the sub lessee shall be liable and responsible to and hereby agree(s) and undertake(s) to deposit with the developer, each of the following amounts, each as determined by the developer and each together with the applicable taxes as and when demanded by the developer.

(A) Interest free non – refundable deposits:

- (i) Sinking fund – Rs 200 per square foot that is rs _____ (rupeeese _____ only).
- (ii) Recreation area deposit – Rs 200 per square foot that is Rs _____ (Rupeeese _____ only). (Herein referred to as “ recreation area deposit”).
- (iii) Common area Mantainance Advance / Deposit: a sum equivalent to the common expenses for a period of 1 (one) year, with the common expenses presently estimated to **Rs 7 (Rupeeese seven only)** per square foot super builtup area. Upon completion of the year the same will be charged again.

(B) Interest free refundable deposit after due adjustments :

Deposit on account of Municipal rates and taxes in respect of the said amount Rs 25 per sq feet per quarter for one year i.e Rs 100 per sq feet annual deposit which shall be refunded after necessary deductions / adjustments if any, only after the sublessee produces written documentation in support of the name of the sub lessee having been separately mutated and assessed in the records of the Kolkata Muncipal Corporation with NDC as the sub lessee of the said agreement.-

In the event of any part or portion of the said Adjustable Deposits being adjusted and / or appropriated because of any default on the part of the ~~Purchasers~~ SUBLESSEE, the ~~Purchasers~~ SUBLESSEE shall be liable and agrees to replenish the amount with the intent and object that it shall be the obligation of the ~~Purchasers~~ SUBLESSEE to secure the amount payable on account of the Adjustable Deposits.

The aforesaid deposits would be paid by the Sub Lessee to the. Sub Lessor / Developer who after adjustment and appropriation of the amounts shall make over the balance amount to the Holding Organization upon its formation.

THE FIFTH SCHEDULE ABOVE REFERRED TO (SPECIFICATIONS) Examples – set out your own specifications

Foundation	: RCC Substructure on Piles
Super Structure	: R.C.C frame structure
Wall Exterior Finish	: Cement Plaster with weather coat paint and decorative finish
Wall interiors, toilets, kitchen	: Cement plaster above lintel level, dado area with rough plaster.
Staircase	: Staircase in Kota stone or tiles flooring
Staircase flooring	: Kota Stone
Sky Villa Flooring	: Bare RCC
Main Door	: Wooden decorative with lock and night latch
Internal Doors	: Only door frame will be provided
Windows	: Fully Glazed Aluminium Anodized /UPVC
Electricals	: Wiring for meter till DB of each unit provided, only conduits will be provided within the flat
Toilet Plumbing	: Water inlet and soil/waste point to be provided. : Sanitary wares / Cp fittings & plumbing network not to be provided.
Kitchen	: Only water inlet and soil/ waste point to be provided, Plumbing network will be in Sub Lessee scope. Power point for gyser and water purifier will be given.
Air Conditioning	: VRF Air conditioning to be provided in each of the bedrooms / living room .
Water proofing treatment	: On roofs, toilets & verandah
Two Passenger lift & 1 Service lift	: Both of reputed make

CCTV

: One each on the floor lobbies , Common Area that will be connected to the main security

THE SIXTH SCHEDULE ABOVE REFERRED TO (MAINTENANCE - CHARGES).

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
10. Cleaning as necessary of the areas forming parts of the property.
11. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sub Lessor / Devleoper may think fit.
12. Maintaining and operating the lifts.
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Unit.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this

schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for of the owners of the Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE SUB LESSOR / DEVELOPER DEVELOPER(S)
At Kolkata in the presence of

SIGNED AND DELIVERED BY THE PURCHASER
At Kolkata in the presence of